



accordance with its Commercial Arbitration Rules. The arbitrator may award any remedy he or she deems necessary, including monetary, equitable or injunctive. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All defenses based on the passage of time shall be tolled pending termination of the arbitration. Nothing in this Section shall preclude a party from seeking injunctive relief in order to protect its rights pending arbitration. A request by a party to a court for such injunctive relief shall not be deemed a waiver or breach of the obligation to arbitrate.

15.6 Notice. Unless otherwise specified herein, any notices or other communications required or permitted hereunder shall be given in writing and be delivered personally or sent by a nationally recognized overnight courier to the Client at the address specified on the signature page and to Webgatherings at 449 North Highland Ave., Merion Station, PA 19066, Attn: Irene Glickman (or as subsequently designated by a party by notice to the other party given in accordance with this Section). Such notices or other communications shall be effective on the date of receipt.

15.7 Survival of Terms. The provisions of Sections 8 (Property Rights), 9 (Confidentiality), 11 (Disclaimer of Warranties), 12 (Limitations of Liability), 13 (Indemnity) and 16 (General) shall survive termination of this Agreement for any reason.

15.8 Independent Contractors. The parties hereto are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture or agency relationship between the parties. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

15.9 Authority to Contract. Each party represents that it has the full power and authority to enter into this Agreement and to convey the rights herein conveyed. Each party further represents that it has not entered into nor will it enter into any agreements that would conflict with its obligations hereunder or would render it incapable of satisfactorily performing hereunder.

15.10 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

15.11 No Waiver. No provision of this Agreement may be waived, amended or otherwise modified except by a written agreement signed by each party hereto. The waiver by either party of the breach of any provision hereof shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

15.12 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.

END MAIN BODY OF TERMS AND CONDITIONS



### **Attachment 1**

#### **Email Hosting and Web Hosting Agreement ADDENDUMS TO TERMS AND CONDITIONS**

- 1) This contract is contingent upon School Board approval and the School receiving a favorable Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company (USAC) for the requested amount. The school/district has the option of reducing the scope of the contract. If, for any reason, funding is denied, this agreement would be null and void.
- 2) Webgatherings, LLC. certifies that we are not the subject of the FCC's Red Light Rule. Furthermore, we acknowledge that, should the company become the subject of the Red Light Rule, the contract would be null and void and the Webgatherings, LLC.



## Attachment 1 : Project Bid - Email Hosting

eRate Bid Information

January 2, 2007

Form 470 #760130000596373

Project #: 5		Name of Project : Email Hosting			
Applicant: Harambee Charter School					
Applicant's Form Identifier: HCS_Y10					
Form 470 Application: 760130000596373					
Entity Number : 228148					
Section A : Eligible Components				Total Cost: _____	
Service	Quantity	Description	Unit Cost	Eligible Services Extended Pre-discount Cost	
				Annual	*One Time Setup Fee
E-Mail Account Fees		20-meg E-Mail account fees. Web access and POP access available.	\$6.50/mailbox	\$6.50 x ____	\$0.0
E-Mail Account Fees		50-meg E-Mail account fees. Web access and POP access available.	\$12.50/mailbox	\$12.50 x 1.5	\$0.0 \$12.50
E-Mail Account Fees		75-meg E-Mail account fees. Web access and POP access available.	\$18.00/mailbox	\$18.00 x ____	\$0.0
E-Mail Service	1	Setup includes branding e-mail with the school logo and access of e-mail via the school's own domain name. Recurring fee is the yearly service fee. The non-recurring fee is for the initial customization service.	\$350.00	\$350.00	\$0.0
TOTAL:					

FRN#  
1548252

**This contract is renewable for up to three years with the approval of vendor and client**

### Section B: Ineligible Components:

Webgatherings is able to provide services to help its clients fully utilize its Erate eligible services. Services that Webgatherings can provide upon request which are NOT included in this agreement and contract.

Unit Cost	Product/Service Description
\$125/hour	Migration of exiting email
\$125/hour	Training of Staff is use of software

Presented by: 



## Attachment 1 : Project Bid – Signature Page

eRate Bid Information

January 2, 2007

Form 470 #760130000596373

Initial Term: July 1, 2007 – June 30, 2008

Client Name: Harambee Charter School

Client Registered Address: 636-640 N. 66<sup>th</sup> Street, Street Philadelphia, PA 19151

This Summary Service Agreement and Signature page for the Webgatherings' Erate Services Agreement ("Agreement") is made and entered into as of the Effective Date, by and between Webgatherings, LLC, a Pennsylvania limited liability company with its registered office located at 449 North Highland Avenue, Merion Station, PA 19066 ("Webgatherings") and Harambee Charter School ("Client"), and consists of this signature page, order forms, schedules, addenda, exhibits, attachments and any other documents attached hereto, which are incorporated in full by this reference. All provisions and obligations for service and pricing shall be as outlined in Bid Document.

Thus, Webgatherings' Summary Service Agreement contains the complete agreement regarding the transactions between Client and Webgatherings and replaces any prior oral or written communications between said parties. By signing below, the parties agree to be legally bound by the terms of this Summary Service Agreement, Bid Document and Webgatherings' Standard Product Contract.

This contract is renewable for up to three years with the approval of vendor and client.

In consideration of the foregoing and of the mutual covenants and promises set forth herein, the parties signing below, intending to be legally bound, hereby agree to all of the terms and conditions of this Agreement.	
<b>Webgatherings, LLC</b> (Fed. Tax ID 680579999)	Client <i>HARAMBEE</i>
Signature <i>Irene Glickman</i>	Signature <i>John D. Skiet</i>
Print Name Irene Glickman	Print Name <i>John Skiet</i>
Title Principal	Title <i>CEO</i>
Date <i>1-11-07</i>	Date <i>1-11-07</i>



## Attachment 1

### Email Hosting and Web Hosting Agreement TERMS AND CONDITIONS

#### **Section 1: Services**

1.1 Scope. Webgatherings will provide Client with access to and use of the web-hosted email services and access to an ftp account for creating and updating its website as set forth on the signature page and further described is the Summary of Services("Services").

1.2 Service Access. Webgatherings shall provide Client with a user identification and password (together "Access Code") in order to access and update the Services. Webgatherings will distribute the Access Code and activate the Service within three (3) business days of receiving the first payment due hereunder.

1.3 Service Setup. Client shall designate at least one, and not more than three, representatives from the administration, faculty or parent body as the administrator ("Administrator").

1.4 Security. Webgatherings shall use commercially reasonable efforts to secure the Service against unauthorized access. Client shall comply with any reasonable security procedures that Webgatherings may establish from time to time. Client shall not directly or indirectly attempt to access any other client's data. Client shall be responsible for the acts of any person to whom it provides its Access Code. In the event of a security breach, Webgatherings shall have the right to immediately suspend the Service, pending an investigation and resolution of the security breach.

#### **Section 2: Support and Maintenance**

2.1 Support. Webgatherings shall be available to provide email support for the Client between 9:00 a.m. and 5:00 p.m. Eastern Standard Time ("Normal Business Hours"). Webgatherings will use commercially reasonable efforts to respond within twenty four (24) hours of receiving an email request for support. All support matters shall be directed through the Client's Administrator to support@webgatherings.com. Webgatherings is not obligated to accept any support inquiries from any users that are not authorized Administrators. Client may request assistance that is outside of the standard support provision by request in accordance with Section 3 (Additional Services).

2.2 Maintenance. Webgatherings shall have the right to perform any routine and emergency maintenance ("Maintenance") required to maintain the quality and stability of the Service. Client acknowledges and accepts that any such required Maintenance may limit or suspend the availability of the Services. The suspension of the Services pursuant to this Section shall not be deemed to be a violation by

Webgatherings of any of its obligations under this Agreement. Notwithstanding the above and subject to the provisions in Section 14 (Force Majeure), suspension of the Service shall not exceed a period of thirty (30) calendar days.

2.3 Backups. Webgatherings is responsible for providing daily backups of Client data. The daily backups will be maintained by Webgatherings on backup tapes. In the event of a loss of data, Webgatherings will restore the data from the last available backup tape within forty eight (48) hours of receiving notice of the loss.

#### **Section 3: Additional Services**

Client may request additional services, including without limitation, training, consulting, data conversions and custom development (together "Additional Services"), which will be charged to the Client in accordance with this Section. Any such requests are subject to a two (2) hour minimum commitment and shall be agreed in writing using the separate Order Form available upon request. All separate Order Forms shall become part, and subject to the terms and conditions, of this Agreement.

3.1 Consulting and Development. Upon request by the Client, Webgatherings shall provide consulting and custom development services on a time and materials basis at Webgatherings' then current standard rates.

3.2 Data Conversion. The Client may request assistance from Webgatherings to complete the initial conversion and import of data to the Service or the migration of data ("Data Conversion"). Data Conversions are available to Clients on a time and materials basis at Webgatherings' then current standard rates.

#### **Section 4: Term**

This Agreement is effective and the parties' obligations commence on the Effective Date and continue in effect until the expiration of the Initial Term, unless terminated earlier in accordance with Section 15 (Termination). Upon expiration of the Initial Term, this Agreement will automatically renew on a month-to-month basis (each month a "Renewal Term") unless and until (i) either party terminates this Agreement by written notice to the other party thirty (30) days in advance of the expiration of the then current term or (ii) the parties agree and execute a new extended term agreement.. Client may, at its discretion, renew selected Services and terminate others; provided,





however, that the Client includes the minimum required Category 1 Service in the Renewal Term.

## **Section 5: Fees, Taxes and Payment**

5.1 Payment Obligation. Client shall pay to Webgatherings the fees for Services in accordance with the terms of this Agreement, the signature page. All Service Fees shall be paid in U.S. dollars. Webgatherings reserves the right to temporarily suspend or terminate Service in the event of non payment. Suspension or termination due to non-payment shall be in accordance with the procedures set forth in Section 5.3 (Payment Procedure).

5.2 Service Fee at Renewal. The Service Fees during the month-to-month Renewal Term are set forth in the signature page. At the beginning of this Renewal Term in August 1, 2008, Webgatherings reserves the right to increase the Service Fees by a percentage equal to the greater of ten percent (10%) or the average monthly change over the previous twelve (12) month period in the U.S. Consumer Price Index plus two and one half percent (2.5%). Webgatherings shall provide the Client with thirty (30) days advance notice of any such increase.

5.3 Payment Procedure. Webgatherings shall invoice the Client for the Service Fees in advance of the Service provision at the interval of a year. Amounts stated on each invoice are due and payable within thirty (30) days after the date of the invoice ("Due Date"), unless otherwise specified on the signature page. In the event that Client fails to make timely payment, Webgatherings may, at its option, (i) provide fifteen (15) days written notice to the Client of its intention to temporarily suspend the Service unless and until the Client becomes current in its payment obligations, or (ii) provide notice of its intention to permanently terminate the Service and this Agreement in accordance with Section 15 (Termination). Webgatherings reserves the right to charge interest fees of up to 5% per month for late payment. If service is suspended due to failure to pay after 30 days after the date of the invoice, then a reinstatement fee may be applied to the balance due upon the discretion of Webgatherings.

5.4 Taxes. Client is responsible for paying all federal, state and local sales, use, value added, goods and services, excise, and other taxes pertaining to Client's use of the Services.

## **Section 6: Webgatherings' Obligation**

In addition to Webgatherings' responsibilities set forth elsewhere in this Agreement, Webgatherings represents and warrants that:

6.1 the Services will be provided in a professional and workmanlike manner, in accordance with industry professional or technical standards;

6.2 subject to Section 11 (Limited Warranty) the routine Maintenance set forth in Section 2.2 (Maintenance), it will use commercially reasonable efforts to maintain the availability of the Services twenty-four (24) hours a day, seven (7) days a week;

6.3 the Service, subject to appropriate use by Client, is in compliance with all applicable federal, state and local laws, including, without limitation, the Children's Online Privacy Protection Act of 1998 and its regulation of information collected from children under the age of 13.

## **Section 7: Client Obligations**

In addition to Client's responsibilities set forth elsewhere in this Agreement, Client represents and warrants that:

7.1 Client shall cooperate with Webgatherings by making available, as requested by Webgatherings, information that Webgatherings reasonably deems necessary to accomplish its obligations and responsibilities hereunder;

7.2 Client shall have sole and exclusive responsibility for the Access Code or other means necessary to restrict access to its information through the Services, and that Webgatherings will be held harmless for any breach in security as a result of the actions or inactions of the Client;

7.3 Client shall have sole and exclusive responsibility and agrees to hold Webgatherings harmless for the content placed on the Client's personalized web site by its users through the Service, including, without limitation, the content communicated in any emails or instant messages by or between its users;

7.4 Client's use of the Service shall fully comply with all applicable federal, state and local laws;

7.5 Client shall not permit any person or entity, other than its authorized users to use or gain access to the Service and shall provide reasonable security devices to protect against unauthorized usage of or access thereto;

7.6 Client will not rent, lease, sublicense, distribute, transfer, copy or modify the Service;

7.7 Client is responsible, at its own expense, for providing all facilities and equipment required for Client's access to the Service.

7.8 Client shall designate the Administrator and furnish Webgatherings with the list of contact name(s) and email addresses(s) of those authorized as such.

7.9 Client shall comply with Webgatherings' Acceptable Use Policy ("AUP"), as amended from time





to time and posted on its web site located at URL: [www.webgatherings.com](http://www.webgatherings.com).

7.10 Rights Generally; Copyright. Client acknowledges and agrees that all of the property and all other materials in connection with this Agreement, including, but not limited to, any software (in object code and source code form), script, programming code, data, domain names, copyright, trademarks, trade secrets, know-how, methodologies, processes and other information developed or provided by Webgatherings related to the Services (together "Webgatherings Property"), shall remain the sole and exclusive property of Webgatherings. The Service contains copyrighted software and content, which shall not be copied, distributed, sold or reproduced in similar form.

7.11 No Grant of License. This Agreement does not grant Client any license, title, or any limited rights of ownership in the Service or the Webgatherings Property. Customer may use the Service only in connection with the purposes of this Agreement.

7.12 Data Ownership. Webgatherings understands and agrees that Webgatherings receives no ownership rights in the materials, data or records furnished by Client ("Client Data"). Except as specifically authorized by Client in writing, Webgatherings will not disclose Client Data to any third party or make any other use of Client Data.

7.13 Domain Names. Unless the Client established ownership of its domain name through a domain registrant other than Webgatherings, the personalized domain name registered by Webgatherings on behalf of the Client shall remain the exclusive property of Webgatherings.

## **Section 8: Confidentiality**

8.1 Confidential Information. Each party acknowledges that it may have access to confidential or proprietary information and trade secrets of the other party. Accordingly, the provisions of this Agreement, proprietary information and trade secrets of a party, and any information identified by the disclosing party as confidential (together the "Confidential Information"), shall be treated by all parties on a confidential basis. Neither party shall, unless required by law, disclose the other party's Confidential Information without the prior written consent of the other party.

8.2 Return of Information. Upon a party's request or the termination or expiration of this Agreement, such Confidential Information, including copies thereof, shall be returned by the receiving party or, if the disclosing party elects, shall be destroyed.

8.3 Privacy. Webgatherings will not sell, lend or rent any personally identifiable information about the Client or its users. Disclosure of information to

Webgatherings' employees is on a need to know basis only as necessary perform the obligations herein.

## **Section 9: Limited Warranty**

Webgatherings warrants that it will render the Services provided hereunder in a professional and workmanlike manner. Except for the Client's right to terminate and receive a refund in accordance with Section 15 (Termination) and the Client's right to indemnification under Section 13, Webgatherings' sole responsibility and Client's exclusive remedy in the event of any material failure to meet such standard, shall be that Webgatherings shall make commercially reasonable efforts to remedy any resulting deficiencies. Any claim based on the foregoing warranty must be submitted in writing to Webgatherings within a reasonable period of time in order to provide Webgatherings with fair notice and an opportunity to remedy the resulting deficiencies.

## **Section 10: Disclaimer of Warranty.**

**EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WEBGATHERINGS PROVIDES THE SERVICES "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WEBGATHERINGS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES AND WEBGATHERINGS SHALL HAVE NO LIABILITY THEREFORE. WEBGATHERINGS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.** The warranties provided in this Agreement are solely for the benefit of Client and are not provided to any third party whether or not Webgatherings had knowledge of their use of the Service.

## **Section 11: Limitations of Liability**

11.1 Client acknowledges that the limitations set forth in this Section are integral to the amount of fees levied in connection with this Agreement, and that, were Webgatherings to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. Except for Client's right to terminate and receive a refund in accordance with Section 15 (Termination) and the Client's right to indemnity under Section 13, Webgatherings' maximum aggregate liability to Client for any claim related to, or in connection with, this Agreement shall be limited to the total amount of fees actually paid by Client to Webgatherings in the three (3) months prior to the date in which the claim first arose.

**11.2 WEBGATHERINGS SHALL NOT BE LIABLE TO THE CLIENT WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL,**





**PUNITIVE, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF REVENUE, OR LOSS OF BUSINESS SUFFERED BY CLIENT. THIS PROVISION APPLIES EVEN IF WEBGATHERINGS IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WEBGATHERINGS SHALL ALSO NOT BE LIABLE FOR ANY LOSS OF DATA RESULTING FROM UPDATES MADE TO THE SERVICE, DAMAGE TO THE BACKUP MEDIA, DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS OR FOR ANY DELAY, FAILURE OF PERFORMANCE OR INTERRUPTION OF THE PROVISION OF THE SERVICES TO CLIENT.** The limitations of liability afforded Webgatherings in this Agreement shall apply (i) whether the action in which recovery is sought is based in contract or tort (including, but not limited to, negligence or strict liability), under a statute or rule or otherwise and (ii) notwithstanding that a limited liability party is alleged to be liable jointly with one or more parties or otherwise.

#### **Section 12: Indemnity**

Each party agrees to indemnify the other party and to hold the other party harmless for any third party claims, liability or expenses resulting from the first party's intentional misconduct or copyright/patent infringement. Each party will defend and settle at such party's sole expense all suits or proceedings arising from such party's intentional misconduct or copyright/patent infringement. The other party will have the right to participate in the defense of any suit or proceeding through counsel or such other party's own choosing, at such other party's expense.

#### **Section 13: Force Majeure**

13.1 Webgatherings' performance of its obligations will be excused or the timeframe for performance will be extended as is reasonably necessary under the circumstances, in the event that Webgatherings is prevented from performing its obligations in whole or in part by fire, flood, explosion, war, strike or labor disputes, embargo, unusual or short noticed government requirement, civil or military authority, act of God or other causes beyond its reasonable control and without the fault or gross negligence of Webgatherings.

#### **Section 14: Termination**

14.1 Termination for Cause. Either party may terminate this Agreement immediately upon the giving of final written notice without further obligation to the other party in the event that (i) the aggrieved party ("Non-Defaulting Party") shall have given the other party ("Defaulting Party") thirty (30) days written notice of the Defaulting Party's failure to discharge any material obligation, including the obligation to pay any amounts due and (ii) such failure or default is not cured by the Defaulting Party within thirty (30) days of the initial notice and continues to exist as of the date upon which the Non-Defaulting Party gives final notice of

termination. Termination pursuant to this Section shall be without prejudice to any rights available to the parties at law or equity. Notwithstanding any other provisions in this Agreement, if this Agreement is properly terminated by the Client in accordance with the terms of this Section 15.1, Client shall only be responsible for paying fees for Services rendered up to the date of final notice of termination and Webgatherings shall refund on a pro rata basis all fees paid in advance by the Client for any un-rendered Services covering the period after termination.

14.2 Return of Client Data. Upon termination of this Agreement, Webgatherings shall provide the Client with a copy of the Client Data in machine-readable format provided that Client has (i) paid all Service Fees owed to Webgatherings under this Agreement and (ii) requested such copy in writing within thirty (30) days of termination.

#### **Section 15: General**

15.1 Entire Agreement. This Agreement constitutes the entire agreement between Webgatherings and Client with respect to the subject matter of this Agreement and supersedes all prior representations, proposals, discussions and communications, whether oral or in writing.

15.2 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns and legal representatives. Client may not assign this Agreement or any right granted hereunder, or sublicense, or permit any other person to obtain or exercise any rights in this Agreement or in respect of the Service in whole or in part.

15.3 Governing Law. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflicts of laws provisions thereof. Other than as provided in Section 16.5 (Arbitration), any action brought pursuant to this Agreement shall be commenced in federal or state court located in the Commonwealth of Pennsylvania. The parties hereby consent to personal jurisdiction in the federal and state courts in Pennsylvania and waive any right to a change of venue.

15.4 Severability. If any provisions of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

15.5 Arbitration. The parties agree that, if they are unable to resolve any dispute arising under this Agreement within thirty days (30) days after notice of dispute, such dispute shall be settled by binding, non-appealable arbitration administered by the Philadelphia office of the American Arbitration Association ("AAA") in





accordance with its Commercial Arbitration Rules. The arbitrator may award any remedy he or she deems necessary, including monetary, equitable or injunctive. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All defenses based on the passage of time shall be tolled pending termination of the arbitration. Nothing in this Section shall preclude a party from seeking injunctive relief in order to protect its rights pending arbitration. A request by a party to a court for such injunctive relief shall not be deemed a waiver or breach of the obligation to arbitrate.

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- 2) Webgatherings, LLC. certifies that we are not the subject of the FCC's Red Light Rule. Furthermore, we acknowledge that, should the company become the subject of the Red Light Rule, the contract would be null and void and the Webgatherings, LLC.

# TELECOMMUNICATIONS SERVICES REQUESTED

1.

- Local and Long Distance Telephone service-3 year as requested

T-1 Delivery: \$375.00 per month

Phone lines (10) \$100.00 per month (Phone lines are \$10.00 each)

#1 Total \$475.00 per month + usage 300/mo 775<sup>00</sup> + 270

- 2. Internet access delivered via 1 T-1s for a 1.5MB total bandwidth capacity.

T-1 Delivery (1) with 1.5 MB of Internet access \$550.00 per month 1870

ADDITIONAL BANDWIDTH CAN BE PROVIDED FROM IDLE CHANNELS ON VOICE T-1. THE COMBINATION OF THE TWO T-1s (VOICE & INTERNET) WILL BE 2.3MBPS OF TOTAL INTERNET ACCESS

The combination of section 1 and section 2 is the Total monthly recurring costs for this bid.

All required equipment for 2 (2) T-1 deliveries are included, and as well as the below services.

Carrier Access: Model Adit 600 (router, channel bank, DSU/CSU)

- o 24/7/365 technical support
- o No installation fees
- o Complete turnkey solution
- o Long standing working relationship with Charter Schools
- o Web site hosting
- o Email addresses

SNiP will provide local/local toll and long distance services utilizing the following rates:

Local/Local toll: \$0.0135 per min. (all calls in the 215,610,267,484) area codes

SNiP OnNet: \$0.030 per min. (all calls made to entire state of NJ and De)

Long Distance: \$0.030 per min. (all other area codes throughout the United States)

- 3. Digital Transmission services- SNiP is not bidding this service as it is not a part of our regular product line.

4. Cellular Service SNiP does not provide Cellular Service

5. Web Site Hosting SNiP does provide these services

6. Email Hosting SNiP does provide these services



# Harambee CS

December 6, 2006

eRate Bid Information

470# 760130000596373

## PROJECT BID FORM – Priority 1 Projects – Telecom and Internet

PROJECT #: \_\_\_\_\_ NAME OF PROJECT: Telecommunications TOTAL COST (A+B): \$ 1050.00 per month  
Plus Usage

### SECTION A: FOR ELIGIBLE COMPONENTS:

Qty Units/Hrs	Product/Service Description (include make, model, and components)	Unit Cost	TOTAL Recurring	TOTAL Non-Recurring
	<u>T-1 Internet Access 1.5MBPS</u>	<u>\$575.00</u>	<u>\$575.00</u>	<u>0</u>
	<u>T-1 w/ 10 Phone Lines w/ 768K of Internet</u>	<u>475.00</u>	<u>\$475.00</u>	<u>\$100.00</u>

Comments: Delivering 2 T-1s 10 phone lines  
2.3MB of Internet Access

### SECTION B: FOR INELIGIBLE COMPONENTS:

Qty Units/Hrs	Product/Service Description (include make, model, and components)	Unit Cost	TOTAL Recurring	TOTAL Non-Recurring



## Business Service Contract

☐ Purchase Order Required  
PO# \_\_\_\_\_

*For Internal Use Only*  
Salesperson Lou Cirucci CO Type RC CID # 46168  
Replaced BXC SID # 157487 BX Contract SID # 354696

### 1. Business Service Contract Information:

Company Name Harambee Charter School Agreement Date 1/2/2007

### 2. Company Address:

Street Address 638-640 N 66th Street City Philadelphia St. Pa Zip 19151

### 3. Customer Contract Administrator:

Name / Title / Department John Skief

Phone 215-472-8770 Ext 306 Fax 215-472-9611 Pager / Cell 268-228-5339

E-Mail Address: jskief@Harambees.org

### 4. Term Commitment:

a. The term of this Agreement ("Term") is the time period indicated below, commencing on SNiP's acceptance and implementation of this agreement.

b. Term (in months) 36 \_\_\_\_\_ Please Initial Here

### 5. SNiP Contributory Voice Services:

a. Customer subscribes to the SNiP Contributory Voice Services selected below:

b. Contributory Dedicated Voice Services: ☐ Local ☐ Local Toll ☐ Long Distance/International ☐ Toll Free  
c. Contributory Switched Voice Services: ☐ Local Toll ☐ Long Distance/International ☐ Toll Free

### 6. Anytime-USA+ Preferred International:

a. The SNiP Anytime-USA+ calling plan provides even more competitive international rates than our normal calling plan. There is a Monthly recurring Charge of \$9.95 for Anytime-USA+. Please check below if you wish to purchase the Anytime-USA+ calling plan.

☐ Anytime-USA+ Preferred International Calling Plan

### 7. Minimum Monthly Usage Commitment:

a. During the Term, Customer agrees to purchase at least the amount stated below of Contributory Voice Services Usage Charges per Month.

b. Minimum Monthly Usage Commitment: \$0 \_\_\_\_\_ Please Initial Here

### 8. Effective per Minute Rate Schedule:

a. ☒ Global Discount ☐ Fractured Discount

Type of Voice Service*	Dedicated Rates			Switched Rates		
	Tariff	Discount	Effective	Tariff	Discount	Effective
Local	0.018	0.0%	0.018	n/a	0.0%	n/a
Local Toll	0.018	0.0%	0.018	0.067	0.0%	0.067
Long Distance	Interstate	0.050	0.0%	0.050	0.0%	0.067
	Intrastate	0.050	0.0%	0.050	0.0%	0.089
	Inter/Intra OnNet	0.040	0.0%	0.040	0.0%	0.067
	International	See <a href="http://my.snip.net/InternationalRates/">http://my.snip.net/InternationalRates/</a>				
Toll Free	0.060	0.0%	0.060	0.067	0.0%	0.067

\* Interstate and Intrastate LD Switched rates apply to the 48 contiguous United States  
Inter/Intra OnNet is defined as calls originating and terminating in LATAs 220,222,224,228

Est. Monthly Dedicated		Est. Monthly Switched	
Minutes	Cost	Minutes	Cost
	\$0		n/a
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
	n/a		n/a
	\$0		\$0
0	\$0	0	\$0

### 9. Financial Information:

a. Form of Pre-Payment: ☐ Check or Money Order is enclosed ☐ Check or Money Order will be sent ☐ Use Credit Card \_\_\_\_\_ Please Initial Here

b. ☐ Our D&B Number is \_\_\_\_\_ ☐ We do not have a D&B Number. See attached DBX Credit Reference For

c. ☐ Federal Tax Exempt Federal Tax ID Number \_\_\_\_\_ (Attach copy of Exemption form)

d. ☐ State Tax Exempt State Tax ID Number \_\_\_\_\_ (Attach copy of Exemption form)

e. ☐ E-rate Supplemented Bill Entity Application # \_\_\_\_\_

### 10. General Terms and Provisions:

a. By affixing my signature and initials, I confirm that I have read and understand the terms and conditions of this SNiP Business Service Contract and of the associated SNiP Business Service Agreement.

Signature \_\_\_\_\_

Date 1-11-07.

1-2-2007



## DBX Facility Order Form

For Internal Use Only

CO Date \_\_\_\_\_ Change Order # 0 CID # 46168  
CO Type \_\_\_\_\_ DBX Facility SID # \_\_\_\_\_ BX Contract SID # 354696

### 1. BX Contract Information:

Company Name Harambee Charter School Agreement Date 1/2/2007 Term (in months) 36

### 2. Facility Address (Demarcation Location):

DBX Facility # 1 of 1  
Street Address 638-640 N 66th Street City Philadelphia St. Pa Zip 19151  
Contact Name John Skief Phone 215-472-8770 Ext. 306 FAX 215-472-9611

### 3. Customer 24 Hour / 7 Day Service Contact:

Name / Title / Department John Skief  
Phone 215-476-1600 Ext. \_\_\_\_\_ Fax 215-472-9611 Pager / Cell 268-228-5339  
E-Mail Address: jskief@Harambees.org

## Data Services

### 4. Customer Network Integrator:

Name / Title / Department Geoff Deans Company \_\_\_\_\_  
Phone 215-206-5525 Ext. \_\_\_\_\_ Fax \_\_\_\_\_ Pager / Cell \_\_\_\_\_  
E-Mail Address: gdeans at yahoo.com

### 5. Delivery/Internet Services:

Service Name	Service Type or Description	Act	Quantity		Unit NRC			Unit MRC			Extended	
			Charged	Included	List	Discount	Effective	List	Discount	Effective	NRC	MRC
DBX Delivery	IL-1T	SC	1				\$0	\$475		\$475	\$0	\$475
DBX 2ndary Loop	viS-1T	AD	1				\$0	\$375		\$375	\$0	\$375
PTP Mileage	Point-to-Point Mileage		1				\$0			\$0	\$0	\$0
DBX Internet	A-2 30M (36 Channels)	SC	1				\$0	\$100		\$100	\$0	\$100
DBX Transport							\$0			\$0	\$0	\$0
Total Charges											\$0	\$950

Note: If the Subcontracted Access Provider (SAP) determines that additional charges will be incurred to extend the circuit demarcation or to facilitate/move the circuit, this charge may be included in this contract under "Other Charges" or be billed separately at a later date. Fees do not include sales tax if applicable.

## VPS Seat Terminals

### 6. VPS Terminals:

Service Name	Feature Type or Description	Act	Quantity		Unit NRC			Unit MRC			Extended	
			Charged	Included	List	Discount	Effective	List	Discount	Effective	NRC	MRC
VPS Terminal	C-7912						\$0			\$0	\$0	\$0
	C-7940						\$0			\$0	\$0	\$0
	C-7960						\$0			\$0	\$0	\$0
	X10-SoftPhone						\$0			\$0	\$0	\$0
	A-Adapler						\$0			\$0	\$0	\$0
	A-Port						\$0			\$0	\$0	\$0
Total Charges											\$0	\$0

## Voice Services

### 7. Customer's Telephone Interconnect:

Name / Title / Department John D. [Signature] Company Harambee Institute.  
Phone \_\_\_\_\_ Ext. \_\_\_\_\_ Fax \_\_\_\_\_ Pager / Cell \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

Initial Here

Date 1-11-07

*John D. [Signature]* 1-2-2007





# DBX Facility Order Form

## Voice Services (continued)

### 8. Local Trunking:

Service Name	Service Type or Description	Act	Quantity		Unit NRC			Unit MRC			Extended	
			Charged	Included	List	Discount	Effective	List	Discount	Effective	NRC	MRC
DS0 Trunking	Basic	AD	10		\$10		\$10	\$10		\$10	\$100	\$100
	DID One-Way						\$0			\$0	\$0	\$0
	DID Two-Way						\$0			\$0	\$0	\$0
	ISDN B-Channel						\$0			\$0	\$0	\$0
	Tie						\$0			\$0	\$0	\$0
IP Trunking	Basic						\$0			\$0	\$0	\$0
	DID One-Way						\$0			\$0	\$0	\$0
	DID Two-Way						\$0			\$0	\$0	\$0
DS1 Trunking	PRI 23B+D						\$0			\$0	\$0	\$0
	MRC PRI 1-27 (222,228)						\$0			\$0	\$0	\$0
	MRC PRI 1-27 (220)						\$0			\$0	\$0	\$0
	MRC PRI 1-27 (224)						\$0			\$0	\$0	\$0
	MRC PRI 28+ (222,228)						\$0			\$0	\$0	\$0
	MRC PRI 28+ (220)						\$0			\$0	\$0	\$0
	MRC PRI 28+ (224)						\$0			\$0	\$0	\$0
ISDN D-Channel	Outband Signaling						\$0			\$0	\$0	\$0
RCF	Remote Call Forward						\$0			\$0	\$0	\$0
Total Charges											\$100	\$100

### 9. Voice Service Features:

Feature Name	Feature Type or Description	Act	Quantity		Unit NRC			Unit MRC			Extended	
			Charged	Included	List	Discount	Effective	List	Discount	Effective	NRC	MRC
Centrex	Regional						\$0			\$0	\$0	\$0
	InterLATA						\$0			\$0	\$0	\$0
Call Forward	Variable						\$0			\$0	\$0	\$0
	No Answer						\$0			\$0	\$0	\$0
	Busy						\$0			\$0	\$0	\$0
	Busy/No Answer						\$0			\$0	\$0	\$0
Caller ID	Name and Number						\$0			\$0	\$0	\$0
Call Waiting	Call Waiting						\$0			\$0	\$0	\$0
Conferencing	Three-Way						\$0			\$0	\$0	\$0
	Five Party						\$0			\$0	\$0	\$0
	Three Way Transfer						\$0			\$0	\$0	\$0
DID 20 Block	DID 20 Phone # Block						\$0			\$0	\$0	\$0
MRC FX	Multi Rate Center FX						\$0			\$0	\$0	\$0
DBX Toll-Free	Toll-Free Numbers						\$0			\$0	\$0	\$0
DBX Toll-Free DA	Toll-Free Dir Assist						\$0			\$0	\$0	\$0
Total Charges											\$0	\$0

## Data/Voice Service Summary

### 10. Total Charges for Services and Features (charges do not include sales tax if applicable)

										NRC	MRC
Other Charges											
Grand Total all Charges for Dedicated Facility # 1										\$100	\$1,050

Initial Here

Date

1-11-07

*[Signature]* 1-2-2007

## SNiP Business Service Agreement (BXA)

### Customer Agreement

This Business Service Agreement (BXA) (together with the other documents referenced herein, the "Agreement") is entered into effective as of \_\_\_\_\_ (the "Agreement Date") between the undersigned customer (whether capitalized or not, "You", "Your" or "Customer") and SNiP LiNK, L.L.C., a New Jersey limited Liability company, and any other affiliate providing all or part of the Services (as defined below) under this Agreement (whether capitalized or not, "SNiP", "Us", "Our" or "We"). This Agreement consists solely of the following parts: (1) this Customer Agreement, (2) the SNiP General Terms and Conditions; (3) any applicable Tariffs (as defined below); and (4) any SNiP Service Contract, SNiP Service Order Forms and/or Service attachments ("Order Forms(s)") in effect from time to time. Under this Agreement, SNiP agrees to offer, and Customer agrees to purchase the Services identified in the applicable Order Forms listed below:

- Business Service Contract
- DBX Facility Order Form(s); for Dedicated Voice and Internet Services
- SBV Facility Order Form(s); for Switched Voice Services
- DBC Facility Order Form(s); for Colocation Services
- DBA Facility Order Form(s); for Hosted Application Services

CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING THE ORDER FORMS AND ALL OTHER ATTACHED DOCUMENTS). THE PERSON, WHOSE SIGNATURE APPEARS BELOW, WARRANTS THAT HE/SHE HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER. ACCEPTANCE OF CUSTOMER'S ORDER FORMS AND DELIVERY OF SERVICE SHALL INDICATE SNIP'S ACCEPTANCE OF THIS AGREEMENT.

Customer:

SNiP LiNK, L.L.C.

Customer Name

John A M - HARAMBEE

Street Address

640 W. 66th St

100-A Twinbridge Drive

City, State, Zip

Phila Pa 19151

Pennsauken, NJ 08110

Authorized Signature

John A M 1-11-07

Date

Authorized Signature

Type or Print Name, Title

Type or Print Name, Title

Joe Chucci 1-2-2007



## SNiP Business Service Agreement (BXA)

### General Terms and Conditions govern the provision of SNiP's Services

1. Definitions: Capitalized terms shall have the following meanings and/or the meanings provided elsewhere in the Agreement.

1.1 "Affiliate" means an entity which directly or indirectly controls, is controlled by, or is under common control with the party, where "Control" means common management, or direct or indirect ownership of more than fifty percent (50%) of the voting equity of the party.

1.2 "Agreement" means the Customer Agreement, these General Terms and Conditions, any Order Forms or exhibits, and any other documents referenced herein and incorporated by reference.

1.3 "Contributory Integrated Services" means any SNiP local, local toll, long distance, calling card, toll free, or international services offered or made available by SNiP under this Agreement, to which Customer subscribes during the Term.

1.4 "Contributory Service Usage Charges" means all usage charges associated with any of the SNiP Contributory Integrated Services, calculated prior to the application of any discounts, excluding all Taxes or Additional Charges, charges associated with special features, Equipment (whether rental or purchase), directory assistance, operator services and any other access charges (including, but not limited to, carrier universal service charges and pre-subscribed line charges), installation, activation, maintenance, nonrecurring charges, issued credits, uncollectible Customer charges, pass-through charges, and any other charges expressly excluded in the applicable Order Forms.

1.5 "Customer" or "You" means the person or company subscribing to our Services and with whom we have entered into this Agreement. This includes a person or entity we reasonably believe is acting with the authority or knowledge of the person or entity whose name is on the account.

1.6 "Customer Content" means all text, words, names, likenesses, trademarks, logos, artwork, graphics, video, audio, HTML coding, domain names, image maps, links, software applications, information, communications, or other content of Customer that reside on any SNiP Equipment or is transmitted by or through Customer using one or more of SNiP's Services.

1.7 "Customer Equipment" means any equipment, software or other facilities provided by Customer.

1.8 "DSL" means digital subscriber line service.

1.9 "Default" means: (i) Customer's failure to pay any invoice and such failure remains uncorrected for ten (10) days after receipt of written notice that a payment is past due; (ii) Customer's failure to pay any advance payment or deposit or to provide any payment assurance required herein when due; (iii) Customer's violation of any applicable laws, statutes, ordinances, codes or other legal requirements with respect to any Service that are not remedied within ten (10) days after written notice thereof (or such shorter period as may be required by law or SNiP's usage policies); (iv) either party's failure to perform or observe any material term or condition of this Agreement (other than payment terms) and such failure remains uncured for more than thirty (30) days from the date of the other party's written notice; or (v) either party becomes insolvent.

1.10 "Equipment" means any equipment, hardware, routers or other facilities provided by SNiP in connection with any SNiP Service.

1.11 "Force Majeure Event" means an unforeseeable event (other than a failure to comply with payment or security obligations) beyond the reasonable control of a party, including, without limitation: acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, national emergencies, acts of terrorism, insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties.

1.12 "Initial Term" means the period of time that this Agreement is in effect as described below.

1.13 "Internet Service(s)" means any Internet Service offered by or through SNiP (or its affiliates) from time to time, or connectivity to the Internet (e.g., T1, DSL, SDSL, ISDN or Dial-UP Access) and related services (e.g., domain name registration and email accounts) as shall be identified on SNiP's Dedicated Business Order Form.

1.14 "Insolvent" means the occurrence of any of the following events, whereby either party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors; or (iv) enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.

1.15 "Policy" or "Policies" means such policies as SNiP may put in place and be modified from time to time, including but not limited to the SNiP Net Abuse Policy, currently set forth at <http://www.SNiP.net>.

1.16 "Renewal Term" means any period of time following the Initial Term as described below.

1.17 "Service(s)" means, as the case may be, telecommunications services and/or Internet Services ordered by you using a SNiP Order Form and accepted by us, as well as any Equipment, facilities, programming or software, and bandwidth we provide. SNiP's Services do not include any special access circuits or other services required for the use of the SNiP's Services, unless specifically identified as an obligation of SNiP on any Order Form.

1.18 "Specifications" means the SNiP technical and/or performance standards set forth in any applicable SNiP Tariff and Product Literature.

1.19 "Service Term" shall mean the term of any Service as set forth in the Business Service Contract.

1.20 "Tariff(s)" means any tariff filed by SNiP (or its affiliates) with the Federal Communications Commission or any other regulatory institution. If any Service offered by SNiP under a Tariff is or becomes defunct at any time during the Term, references herein to SNiP's Tariffs shall be construed to be references to any Service Guide (herein so called) that replaces the Tariff, as such Service Guide may be revised from time to time by SNiP.

1.21 "Taxes and Additional Charges" means any and all applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), value-added and other taxes, levies, surcharges, duties, fees, pay-phone service provider compensation or other tax-related surcharges, chargeable to or against SNiP because of any Service provided to Customer, including any charges mandated or imposed on SNiP by regulatory agencies or others.

1.22 "Term" means any Initial Term or a Renewal Term.

1.23 "Usage Commitment" means the minimum monthly usage commitment set forth in the Business Service Contract.

1.24 Other terms used herein shall have the meanings ascribed herein, or in any documents referenced herein.

2. SNiP Responsibilities. SNiP agrees to provide the Services and/or the SNiP Internet Services as ordered by you and related Equipment necessary for implementing those Services as set forth herein. SNiP may substitute such items so long as there is no materially adverse change in functionality. SNiP shall not be responsible for cabling to connect equipment not provided by SNiP to SNiP Services or any inside wiring necessary for the proper installation of the equipment. SNiP may subcontract to third parties for the Services provided to You, but such subcontracting shall not relieve SNiP of its obligations hereunder.

### 3. SNiP Delivery/Internet Services

3.1 Loop / Port Service Family. SNiP does not provide Equipment to the Customer under a Loop/Port Delivery/Internet Service. Customer agrees to provide its own technical support to integrate Customer-provided equipment to the SNiP connection. SNiP will not provide on-site technical support. SNiP can provide technical or integration support at its then current rates and charges. Customer will make software or firmware upgrades it deems necessary for Equipment to provide Service (at no direct cost for the license or other rights).

3.2 Ready Service Family. Upon selection of this Delivery/Internet Service Family, SNiP's Equipment will be installed and maintained by SNiP (or SNiP's subcontractors).

3.3 Customer warrants and agrees that its use of SNiP's Delivery/Internet Services will be primarily for business purposes by Customer, its wholly owned affiliates, staff or consultants performing work for Customer. Any third party traffic is prohibited, except Customer may host world wide web sites on its own behalf, but may not send any posting (including e-mail) from that third party back to SNiP's Network or the Internet through the Services. SNiP's Internet Services are not provided for use by Customer to in turn provide or resell Internet access to any other party. Any attempt to provide or resell Internet access without the express written consent of SNiP is in violation of this Agreement and may result in immediate termination of the Internet Services without notice or refund. Customer may Upgrade a SNiP-provided Internet Service at any time during the Service Term by agreeing to pay any and all fees and charges associated with the Upgrade. As used herein, an "Upgrade" means an increase of Internet Bandwidth or a change in the mix of Services provided by SNiP within the same Service Family. Customer may arrange to transfer an Internet Service to a different service location.



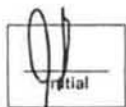
## SNiP Business Service Agreement (BXA)

by paying a \$500 transfer fee and executing a new Order Form having a new Service Term equal to or greater than the prior Service Term for the transferred Service.

4. **Term.** The "Initial Term" (herein so called) of this Agreement shall commence as of the Agreement Date and continue for twelve (12) months, unless specified otherwise in the attached Business Service Contract. Unless terminated by either party as provided below, this Agreement will automatically renew after the Initial Term for an additional one (1) year renewal term (the "Renewal Term"), and following the initial Renewal Term, the term of this Agreement will continue on a month-to-month basis (each a "Renewal Term"), unless in either case, either party gives written notice of termination at least thirty (30) days prior to the end of the then current Term. Customer agrees to pay a 15% surcharge on all Delivery/Internet Services during the month-to-month basis Renew Term. As used herein, "Term" refers to the Initial Term and any Renewal Term. Notwithstanding the foregoing, the Business Service Contract may set forth a Service Term for the relevant Service that differs for the Term of this Agreement. Unless set forth otherwise on the Business Service Contract, the minimum Service Term for each Service shall be twelve (12) months. If any Service Term extends beyond the Term of this Agreement, the delivery and use of the Service will continue to be governed by the terms of this Agreement.

5. **Termination. Default.** Either party may terminate this Agreement upon: (i) written notice to the other party provided thirty (30) days prior to the end of the then current Initial Term or Renewal Term; or (ii) upon any Default not cured within the applicable cure period. Those Sections that by their nature survive termination or expiration of this Agreement, including those Sections entitled Customer Obligations, No Warranties, Usage Indemnity, Limitation of Liability, Use of Software, and Miscellaneous, shall survive termination or expiration of the Agreement irrespective of the reason for termination.

### 6. Effects of Termination:



6.1 In addition to any legal or equitable remedies available to SNiP, in the event of any termination of the Agreement prior to the end of the Initial Term (or an Initial Service Term), you shall pay to us a termination charge equal to the greater of: (i) one hundred percent (100%) of the monthly Service charge for each Service, or any unmet Usage Commitment remaining for the unexpired portion of the Initial Term; and (ii) fifty percent (50%) of the monthly base price for each Service terminated for each month remaining in any Renewal Term, if the event of termination occurs in a Renewal Term. Failure to provide both written notice and the payment of the termination charges will not terminate this Agreement and you will continue to be responsible for all payments for the Usage Commitment for the Services until such time when both requirements have been met. You will not be liable for termination charges for Services if: (i) the terminated Service is replaced with a new Service with an equal or greater value than the sum of the balance of the original Service, excluding local Tariff monthly recurring charges, or (ii) the termination is by reason of a SNiP Default that is not cured within any applicable cure period.



6.2 We reserve the right to suspend or discontinue the Service without notice, written or otherwise: (i) anytime we have the right to terminate the Agreement, including upon any Customer Default; (ii) whenever required to protect our network or facilities; (iii) whenever the Service is used for illegal purposes or otherwise in violation of our usage policies as currently set forth on our Web site (<http://www.SNiP.net>) and as policies may be modified by us from time-to-time; and (iv) if we deem it necessary in order to comply with applicable laws or regulations. Upon any Customer Default, expiration or termination of this Agreement, you agree to promptly surrender any Equipment to us in the same condition as delivered, reasonable wear only excepted. If any Equipment is not so surrendered in good order and repair, you will be charged accordingly. Notwithstanding the foregoing, you further acknowledge and agree that upon any Default or termination of this Agreement we may retake possession of any such Equipment (before, during and after action to recover sums hereunder), in which case you shall provide us with full and free access to such Equipment provided for this purpose.

6.3 We reserve the right to assess a customer any and all cost SNiP has committed to on behalf of the customer, in the event of a customer's early termination or reduction of a contracted term. These costs shall extend to but not be limited to any contracted service fees entered into by SNiP with third parties or subcontractors to provision or support a customer's SNiP contracted service. These costs will encompass any early termination fees, monthly fees or other fees imposed by contracted third parties that SNiP remains liable for after a customer's early termination of a contracted term or change to the length of a customer's original contract. The customer is required to pay SNiP in full for any of these costs at the time of termination or change in contract length. SNiP will additionally require the customer to pay any and all finance or collection charges incurred by SNiP in the collection from the customer of any third party fees.

### 7. Billing and Payment:

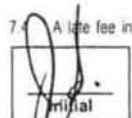


7.1 As an initial matter, you agree to pay all applicable set-up fees, deposits or other charges for any extension of any required circuit to the applicable SNiP point-of-presence ("POP") (whether by SNiP or a third party provider) and/or any other third party charges and our installation of the Service as invoiced, upon our acceptance of your Order Form. Except in the

case of Default by us, all set-up fees are non-refundable. We reserve the right to delay activation of the Services to you if the initial deposit set forth in the Deposit Payment Form is not paid when due. Usage Commitment and regular billing will begin as early as three (3) business days following the business day that a third party provided circuit between your site and the applicable SNiP POP is complete and activated by the third party provider, and SNiP determines that the circuit has been activated. If any such circuit is activated prior to the first day of any month, all charges and associated Usage Commitments for the partial month shall be prorated, and the Service Term shall begin on first day of the first calendar month following activation. Monthly charges for SNiP Contributory Usage will begin on the date traffic commences on the SNiP network for the purposes of measuring usage and assessing regulatory fees as required by the relevant regulatory agencies.

7.2 You agree to pay for Services provided by us at the applicable rates and charges set forth in the Business Service Contract and the Order Form(s). You will be billed monthly or quarterly as provided in the applicable Order Form. Payments are due within twenty (20) days of the date of SNiP's invoice. Invoices will include the period's Service fees, Contributory Service Usage Charges and any Usage Commitment fees as described herein.

7.3 If authorized by you, the amount owed shall be charged to your credit card or automatically deducted from your bank account on the due date stated on the invoice, without prior notice or consent each time an invoice is due. IF YOU CHOOSE THIS OPTION, YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD FOR SERVICE WHEN YOUR LIMIT HAS BEEN REACHED. THIS PRACTICE MAY RESULT IN YOUR CREDIT CARD BEING CHARGED MORE THAN ONE TIME IN A MONTH. If your credit card is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use our Services until your account is paid in full.



7.4 A late fee in an amount of 1.5% per month (or the maximum rate permitted by law) will be charged on all outstanding invoiced amounts not paid within thirty (30) days of the date of SNiP's invoice. Taxes and Additional Charges not included in the quoted rates for Services, but will appear as separate line items on the invoices and you will be solely responsible for the payment of all such Taxes and Additional Charges. If you are exempt from a particular Tax or Additional Charge, you must pay the Tax or Additional Charge set forth in the monthly invoice unless you provide us with a valid exemption certificate. We may also adjust prices or impose Additional Charges to recover amounts we may be required by governmental or quasi-governmental authorities to collect from or pay to others to support statutory or regulatory programs (e.g., Universal Service Fund) during the term of this Agreement.

7.5 Upon our request, you agree to pay us our reasonable expenses (including any fees and costs associated attorneys or collection agencies) incurred in enforcing our rights under this Agreement. If you cancel services before they are started, you further agree to pay all non-refundable costs that SNiP accrued during the provisioning of the canceled service(s).

7.6 If you have a dispute about an invoice or believe that the invoice is in error, you must notify us in writing within forty-five (45) days of the date of the invoice, or will be deemed to have waived the dispute. You remain responsible for paying the undisputed portions of the invoice by the due date.

8. **Credit; Payment Assurances.** You authorize us to ask consumer and/or commercial reporting agencies, trade references or banking institutions to furnish us with employment and/or credit information. You also consent to our periodic rechecking of this information and to our reporting personal and/or business payment and credit history to the appropriate agencies. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send us a written notice describing the specific inaccuracy. As set forth in the Deposit Payment Form, we may require that you make an initial deposit or we may set a service limit before we establish or maintain Service for you. The deposit will be held as a partial guarantee of payment and cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We may require you to increase your deposit at any time to reflect your estimated monthly charges and we will base that increase on your actual use of the Services or on our reevaluation of your ability to pay. You may ask us to reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or a credit to your account. If you are in Default or this Agreement is terminated, we may, without notice to you, apply any deposit towards payment of charges due. After approximately ninety (90) days following termination of this Agreement, the balance of any deposit or other credit will be returned to you at your last known address.

### 9. Additional Customer Obligations

9.1 You agree that you will (i) not use (or permit others to use) the Services for any unlawful or abusive purpose or in any way that damages our property or interferes with or disrupts our system or other users or that are in any way unlawful, fraudulent or abusive, or harassing, including but not limited to obtaining or attempting to obtain Service by any fraudulent means or device with intent to avoid payment, accessing, altering, or destroying information of one of our other customers by any fraudulent means or device or attempting to do so, or that infringes upon another's intellectual property rights; or that otherwise constitutes network abuse; (ii) use the Services in accordance with, and abide by all applicable laws, regulations, and SNiP's usage policies, other rules of general application, the terms of any software license agreement that may accompany any software provided

*Logan* 1-2-2007



## SNiP Business Service Agreement (BXA)

by us. Customer shall be solely and exclusively responsible for any of the foregoing, all of which constitute misuse of SNiP's Internet Services.

9.2 You further agree that you will (i) prepare your site for any Equipment before the requested Service start date; (ii) provide reasonable access for us to install and maintain any Equipment; (iii) surrender Equipment to SNiP upon any termination of any Product or Service or this Agreement, or at other times on SNiP's request; (iv) be responsible for any Customer Equipment used with the Services and reimburse us if such Customer Equipment causes any damages to our network or other facilities; (v) provide security for Equipment as reasonably required by us; and (vi) be liable for damages to SNiP's Services, network or other facilities, caused by the negligence or willful acts of your officers, employees, agents or contractors, or for loss through theft or vandalism of Equipment on your premises, or violation of the terms of this Agreement.

9.3 You acknowledge that the Services may require you to provide suitable space for the placement of our Equipment. You agree not to permit or assist others to use Services for any purpose other than that for which they are intended, or tamper with, adjust or repair the Services. In the event of such alterations, tampering, adjustments or repairs by you, we shall be completely released from any liability or obligation (including any warranty or indemnity obligation) to you relative to the Services, any manufacturer warranties will be voided, and you shall be liable to us for all costs or damages we incur.



9.4 Virtual Phone System (VPS) LAN Requirements for IP Phones: SNiP makes no claims neither written nor implied as to the readiness of Customer's Local Area Network (LAN) to carry Virtual Phone Service (VPS) to IP Phones and other Voice-over-Internet-Protocol (VoIP) devices to be installed on Customer's LAN as required for the delivery of purchased VPS services.

Customer acknowledges receipt of SNiP's VPS LAN Requirements for IP Phones document which details the physical and performance requirements being imposed on Customer's LAN. Customer agrees to allow SNiP to perform a LAN Assessment to determine the VoIP readiness of Customer's LAN. From the results of this assessment, SNiP will establish, document and communicate requirements for a LAN upgrade (if any). Customer agrees at their expense to make the required upgrades (if any) to their LAN. If Customer fails to make LAN upgrades, SNiP reserves the right to cancel, re-price or reschedule the VPS services outlined in the Facility Order Form(s). Customer agrees that in the event Customer fails to make Customer LAN VoIP ready, Customer will forfeit all Non-Recurring Charges (NRC) outlined in the Facility Order Form(s) and may be subject to termination fees outline in this agreement.



9.5 SNiP retains all right, title, and interest in the Equipment. Customer agrees to provide twenty-four (24) hours per day, seven (7) days per week access to the Equipment (with escort if required by Customer) by SNiP designated individuals. Customer's failure to provide access will suspend any Service level guarantees during such time. SNiP may authorize Customer to open Equipment cabinets for appropriate routine and emergency reasons. Customer shall retain the right to disconnect the Equipment from its Local Area Network at any time. SNiP reserves the right to shut down the Equipment at Customer's location in accordance with SNiP's emergency operating procedures upon notification to Customer. Upon termination or expiration of the Order Form or Service Term, Customer agrees to return Equipment as directed by SNiP or to allow SNiP to remove Equipment; provided, however, you acknowledge and agree that we may retake possession of any such Equipment (before, during and after action to recover sums hereunder), in which case you shall provide us with full and free access to such Equipment provided for this purpose.

9.6 You agree to keep this Agreement confidential and not to disclose the pricing or other terms to any third party.

9.7 You are responsible for all usage, including unauthorized usage, of the Services. SNiP will not be responsible for any fraud or misuse of the Services, including but not limited to calling card misuse or fraud. If any Services are fraudulently used, you must immediately notify us and provide us with the documentation and information we request (including affidavits and police reports). Once you notify us of fraudulent use, it may be necessary for us to interrupt your use of the Service. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we reasonably request. Failure to provide reasonable cooperation may result in your liability for any additional fraudulent usage. SNiP also reserves the right to suspend, interrupt or restrict Services, without notice to you, if we suspect, with or without notice from you, any use of Service, whether by you or any other party, that is in SNiP's sole opinion deemed to be in violation of this Agreement, fraudulent, illegal or in any way a misuse of the Services.

9.8 If reporting obligations or requirements are imposed upon SNiP by any third party or regulatory agency in connection with the use of the Services by Customer (or its end users), Customer agrees to assist SNiP in complying with such obligations and requirements, as reasonably required by SNiP and to hold SNiP harmless for any failure by Customer in this regard.

9.9 Customer has read and agrees to comply with SNiP's Net-Abuse Policy as currently set forth on SNiP's Web site (<http://www.SNiP.net>) and as the Policy may be modified by SNiP. SNiP will post any modification on its web site. Any content (including Customer Content), material, message or data made available or transmitted through the Service, wherever it is sent from, viewed, received or retrieved, that is in violation of any local, state, federal, foreign or international law, regulation or treaty; the Policy, or any community standard or accepted Internet policy is prohibited.

9.10 Customer acknowledges and agrees that SNiP does not monitor or control Customer Content or other information residing on its Equipment or transmitted through its Services, or on its network, so use of any Customer Content or other information obtained through the SNiP's Services, Equipment, network, or otherwise over the Internet, is at the Customer's risk. SNiP shall have no liability or responsibility for any Customer Content whatsoever (including, without limitation, any losses or damages from fraud), and Customer assumes full responsibility and liability for use of any Customer Content and/or use of its Customer Website(s), including, but not limited to, any functionality and use of SNiP's Internet Services by any end user of Customer, including, without all attempted or completed transactions (including commercial transactions) between Customer and end-users. Customer further acknowledges that there is no guarantee of security or privacy on the Internet, and SNiP makes no guarantee that Customer's use of any SNiP Internet Services will be secure or private. Customer maintains full responsibility for all aspects of security, including, but not limited to, monitoring for fraud and other illegal uses of SNiP's Services. Violation of this Section may be deemed a material breach of the Agreement and SNiP may immediately disable or terminate any affected Service without notice to Customer.

9.11 Customer represents and warrants that (i) Customer is the owner, valid licensee, or authorized user of the Customer Content and each element thereof; (ii) the use of the Customer Content will not infringe the copyright, trade secret, trademark or other proprietary or intellectual property right of any third party, or constitute a defamation, invasion of privacy, or violation of any right of publicity or other third party right; (iii) Customer Content complies with all legislation, rules, and regulations of all applicable jurisdictions; (iv) the Customer Content is and will remain accurate and correct in all respects; and (v) to the best of its knowledge, Customer Content shall be free from viruses, worms, Trojan horses, and other malicious code.

### 10. Prices; Computation of Use:

10.1 Unless specified otherwise, rates and charges for the Services shall be set forth the Business Service Contract. If no rates are specified in the Business Service Contract, rates shall be determined according to the following order of precedence: (i) the Order Form; (ii) the according to the price sheet in effect at the time of the order; (iii) the Tariffs. We reserve the right to modify terms associated with expiration, termination liability or rates of any such Order Form consistent with all applicable laws upon sixty (60) days' written notice. In the event of an increase in rates, you have thirty (30) days from the date of the effective increase to provide us with a written request to terminate the Services and incur no termination liability. We may also modify our prices or discontinue the Services upon the expiration of the applicable Service Term set forth in the Order Form.

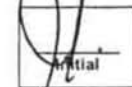
10.2 Unless specified otherwise on any Order Form, SNiP's rates and charges do not include any charges associated with services provided by others (including without limitation any local access or other third-party services). Customer is solely responsible for all third-party charges, costs and expenses associated with any third-party service used in connection with SNiP's Services, including, without limitation, any applicable monthly charges, usage charges, installation charges, non-recurring charges, cross-connection charges, and/or applicable termination/cancellation charges.

10.3 Discount percentages are set forth in the Business Service Contract. If applicable, discount percentages for Order Forms with a Service Term greater than one (1) year are fixed. Renewals of such Order Forms and for all other Order Forms with Service Terms of less than one (1) year are subject to change upon sixty (60) days prior written notice.

11. Usage charges for Services are based upon the total time that you use the Service, subject to applicable billing increments and any additional charges which may apply. Usage begins when the called party picks up the receiver, as determined by hardware answer supervision. Chargeable time ends when either party hangs up, thereby releasing the service connection. Billing increments are determined in accordance with the rates set forth in the Order Form, or the rates and charges set forth in our published rates set forth in our Tariffs or standard rate sheet in effect at the time the Agreement. However, all calls are billed in billing increments and calls which involve a fraction of a billing increment will be rounded up to the next whole billing increment. In addition, if the computed call charges include a fraction of a cent, the fractional cents will be rounded up to the next whole cent, unless expressly stated otherwise in an Order Form or applicable rate sheet.

### 12. Usage Minimum:

12.1 You will purchase from SNiP the Usage Commitment as set forth in the Business Service Contract during each month of the Initial Term and any subsequent Renewal Terms beginning in the first month of the Initial Term, or other period(s) set forth in the Business Service Agreement. If you fail to satisfy the Usage Commitment, in addition to all other applicable charges, you must pay us the difference between the Usage Commitment and your actual Contributory Services Usage Charges for each contract month (or other specified period), either during the Initial Term or any subsequent Renewal Term, in which you do not achieve the



Usage Commitment.

### 13. Service Provisioning, Changes and Maintenance:

13.1 We will use reasonable efforts to provide the Services by the start dates you requested as set forth in the Order Form(s). We may make changes to the Services provided that any such change

*Handwritten signature and date:* 1-2-2007



## SNiP Business Service Agreement (BXA)

does not materially adversely affect such Services. We will maintain the Services, as well as install and operate any SNiP-provided Equipment, at no additional charge to you unless such charges are (i) specifically set forth in an Order Form, an addendum, or applicable Tariffs ("Routine Maintenance"), (ii) for maintenance or repairs by us which is necessitated by unauthorized acts or omissions by you or others, or (iii) for technical assistance or support with respect to any Customer Equipment not provided by us which is used in conjunction with the Services, including, without limitation, assistance in connecting the Customer Equipment to our Equipment and support in identifying and/or correcting problems within the Customer Equipment. Except with respect to Routine Maintenance, our standard dispatch service charge(s) in effect at the time shall apply. Without limiting the foregoing, Customer acknowledges and agrees that SNiP shall not be responsible for cabling to connect any Customer Equipment (or other equipment not provided by SNiP) to SNiP Products or Services or any inside wiring necessary for the proper installation of the equipment.

13.2 Problems with the Services caused by any Customer Equipment are your responsibility and you must still pay for the Services. If we determine that any Customer Equipment is likely to cause a hazard or Service obstruction, you agree to eliminate such likelihood upon request. We will troubleshoot difficulties caused by such Customer Equipment upon request, at our standard rates and terms.

13.3 We reserve the right to charge a cancellation or rescheduling fee in the event: (i) you cancel a Order Form (or any portion thereof) prior to the requested Service start date; (ii) you request a delay in the requested Service start date; or (iii) you otherwise delay our provisioning of the Services.

13.4 We reserve the right to cancel, re-price or reschedule an installation in the event: (i) our or our subcontractor's facilities can not support the ordered service (or any portion thereof); (ii) the installation of the ordered service is outside of our service area; (iii) requires network infrastructure not normally involved in the design or provisioning of the Services; or (iv) Customer fails to make Customer LAN VoIP ready for VPS services.

14. **Notices:** Notices must be in writing. Any notice to SNiP must be delivered personally, overnight courier, registered or certified mail to:

SNiP LINK, L.L.C.  
100-A Twinbridge Drive  
Pennsauken, NJ 08110  
Attn: Contracts Administration

We will send notices to your billing address set forth on the Order Form, or by including it in your monthly invoice. Notices to you will be deemed given seven (7) days following the date of our deposit with the U.S. postal service to such billing address.

### 15. Additional Terms Concerning DSL Service Provisioning

15.1 Customer understands that SNiP will make commercially reasonable efforts to provision DSL. However, provisioning of Service is contingent upon the availability of DSL capable local loops to the Customer's location being made available to SNiP. If no such DSL-capable local loop is available to SNiP, then Service will not be provisioned and if delivery of the local loop is delayed, then provisioning of your Service will be delayed as well.

15.2 Customer understands that the actual bandwidth that can be delivered on a DSL capable loop will not be determined until the time of service installation. The actual bandwidth may be different than the estimated bandwidth provided to you by SNiP at the time of ordering the service and may vary during the Service Period.

### 16. Domain Name System Services

16.1 The Customer may, from time to time, request that SNiP to host the Customer's IP addresses or domain names, or ask SNiP to submit to a domain name registrar, on the Customer's behalf, domain name registration applications (each, an "Application"), for domain names that the Customer selects (each, a "Domain Name"). SNiP is not a domain name registrar. SNiP's charges for hosting any of the Customer's IP addresses or domain names, or charges for any Domain Name management related services (collectively the "DNS Services") do not include the domain name registrar's fees. The Customer shall be responsible for, and shall promptly pay, all DNS Service charges and domain name registrar's fees. Customer represents and warrants that (i) all statements on the Application are materially true and correct; (ii) none of the requested Domain Names or the Customer's use of any Domain Name will interfere with the ownership or intellectual property rights of any third party, infringe upon any trademark, service mark or other personal, moral or property right; and (iii) the Customer has a legitimate business purpose for registering each Domain Name, which purpose relates to its purchase of the Service.

16.2 With respect to any Domain Name, SNiP may elect to terminate or suspend its hosting of or provision of any DNS Services with respect to any or all of the Customer's Domain Names immediately upon written notice if: (i) an Application is rejected; (ii) the Domain Name Registration is revoked or placed on "hold" or assigned to a third party; or (iii) SNiP receives or becomes aware of any complaints, conflicting claims, disputes or court orders regarding the Domain Name.

16.3 "Downstream Provider Services" or "DSP Services" are defined as those activities of an entity or company which relate to the provision of IP address or DNS Services to third parties, where such entity or company does not own the IP addresses being used as part of such IP address or DNS services. Examples of the entities or companies which provide DSP Services include, but are not limited to, Internet Service Providers, Internet Access Providers, Application Service Providers and resellers.

16.4 SNiP's DNS Services are only available to that portion of the Internet Service which does not involve DSP Services. DNS Services are not available to third parties given access to any SNiP Service by the Customer, regardless of whether such parties have purchased services from the Customer. In addition, the Customer will be allowed to host one domain name owned by it on SNiP's name servers as part of SNiP's DNS Service. Any additional domain name hosting which SNiP may offer to provide to the Customer will incur additional charges.

16.5 Customer agrees to abide by the network number and domain name policies set forth in SNiP's Specifications. In all instances, SNiP network numbers and IP addresses utilized by Customer remain SNiP property, shall be nontransferable and Customer shall have no right to use such numbers or IP addresses upon termination or expiration of the Agreement or Service. Customer at all times has responsibility for its own domain name.

16.6 THE DNS SERVICES ARE PROVIDED ON AN "AS IS" BASIS. IN NO EVENT SHALL SNiP BE LIABLE FOR PROVIDING, FAILING TO PROVIDE, OR THE PERFORMANCE OR THE FAILURE TO PERFORM OF THE DNS SERVICES, WITHOUT LIMITING THE FOREGOING, SNiP DOES NOT MAKE ANY WARRANTIES REGARDING THE HOSTING OF ANY OF THE CUSTOMER'S IP ADDRESSES OR DOMAIN NAMES, THE SUCCESSFUL REGISTRATION OF ANY DOMAIN NAME, THE TIME OF SUBMISSION OF THE APPLICATION OR THE CUSTOMER'S RIGHT TO CONTINUED USE OF A DOMAIN NAME AFTER REGISTRATION. SNiP IS NOT REQUIRED TO PARTICIPATE IN ANY DISPUTES RELATING TO THE APPLICATION OR THE REGISTRATION OF ANY DOMAIN NAME.

### 17. Telephone Number Reservations and Local Number Porting (LNP)

17.1 Customer has no ownership rights to and may not transfer or duplicate any assigned telephone number that may be provisioned by us to be used with any Service, and agrees we may change any such telephone number at any time with or without prior notice to you. SNiP does not guarantee that any particular telephone number will be available for use by Customer until such time as that telephone number is installed and is tested as working, and shall not be liable for any costs, such as the costs of printing business stationery, Customer incurs in anticipation that a particular telephone number will be available. Customer represents and warrants that it is not an agent for any third party and that it is the exclusive end user subscriber for any local telephone numbers that are requested to be ported (LNP) to SNiP from another carrier.

### 18. Letter of Agency for Provisioning of Switched and Toll Free Services

18.1 Customer authorizes SNiP to notify the local telephone company to switch their long distance service and/or local toll service (as selected by Customer) to SNiP. Customer may select only one interstate or interLATA long distance carrier and one intrastate or local toll carrier per telephone number. Customer may select one toll service provider as interstate or interLATA primary interexchange carrier and as intrastate or intraLATA primary interexchange carrier but may have different service providers for each. Customer understands that the local telephone company may assess a nominal fee to switch their long distance carrier and local toll carrier. Also the local telephone company may assess a nominal fee if Customer decides to change back to their original toll service provider(s). Fee only applies to new customers or new lines switched to SNiP.

18.2 Toll Free Responsible Organization. Customer authorizes and directs SNiP LINK to change the RespOrg code in the SMS/800 to the appropriate SNiP LINK RespOrg code for any Toll Free number(s) requested. Customer represents and warrants that it is not an agent for any third party and that it is the exclusive end user subscriber for any Toll Free number(s) requested. Customer agrees to hold harmless and indemnify SNiP LINK (and its contractors) from all liability and expenses for any breach of that representation and warranty.

19. **NO WARRANTIES** SNiP warrants that its Services will conform to SNiP's Specifications on the day installed. Thereafter, SNiP shall maintain the Services pursuant to SNiP's Specifications, and subject to the terms and conditions of this Agreement. EXCEPT AS OTHERWISE SET FORTH HEREIN, ALL SERVICES AND ANY SNiP OWNED OR PROVIDED EQUIPMENT USED BY CUSTOMER, ARE PROVIDED AS IS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. SNiP MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE QUALITY, ACCURACY, OR VALIDITY OF THE DATA AND/OR INFORMATION SENT OR ACCESSED THROUGHOUT ITS NETWORK, OR THAT THE SERVICES WILL BE ERROR FREE.



## SNiP Business Service Agreement (BXA)

### 19. LIMITATION OF LIABILITY:

19.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN, UNDER NO CIRCUMSTANCE SHALL SNIP AND ITS PARENT, AFFILIATES, AND SUBSIDIARIES, AND ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS OR SUBCONTRACTORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) WHETHER OR NOT FORESEEABLE THAT RESULT IN ANY WAY FROM CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, OR CUSTOMER'S RELIANCE ON INFORMATION PROVIDED, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OR ANY FAILURE OF PERFORMANCE, EVEN IF SNIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EXCEPT FOR THE SERVICE LEVEL CREDITS AVAILABLE IN CASE OF OUTAGES AS SPECIFIED IN THE SERVICE LEVEL AGREEMENTS, SNIP'S ENTIRE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE LESSER OF: \$100,000, OR THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO SNIP DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. NO ACTION OR PROCEEDING AGAINST SNIP MAY BE COMMENCED MORE THAN ONE (1) YEAR AFTER THE SERVICES GIVING RISE TO THE CLAIM ARE RENDERED.

19.2 NOTWITHSTANDING THE FOREGOING, CUSTOMER'S SOLE REMEDY FOR PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES PURSUANT TO SNIP'S SERVICE SPECIFICATIONS SHALL BE REPAIR OR REPLACEMENT OF THE SERVICES OR ANY SERVICE LEVEL CREDITS AVAILABLE UNDER THIS AGREEMENT.

19.3 WE SHALL NOT BE LIABLE, EITHER IN CONTRACT OR IN TORT, FOR ANY FAILURE TO PROVIDE PROTECTION FROM UNAUTHORIZED ACCESS BY YOUR TRANSMISSION FACILITIES OR CUSTOMER EQUIPMENT, OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, OR DESTRUCTION OF YOUR DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, EVEN SHOULD SUCH ACCESS OCCUR AS A RESULT OF OUR NEGLIGENCE.

19.4 WE SHALL NOT BE LIABLE FOR CLAIMS OR DAMAGES CAUSED BY THE FAULT, NEGLIGENCE, OR ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDER OF SERVICES, OR OTHERS CLAIMING THROUGH YOU, YOUR FAULT, NEGLIGENCE OR ACTS OR OMISSIONS, OR THAT OF OTHERS CLAIMING THROUGH YOU, CLAIMS AGAINST YOU BY AN OTHER PARTY, OR INSTALLATION OR REMOVAL OF EQUIPMENT FURNISHED BY US OR ANY SERVICE PROVIDER EXCEPT WHERE CAUSED BY THE GROSS NEGLIGENCE OF SNIP.

### 20. Indemnity:

20.1 YOU ARE SOLELY RESPONSIBLE FOR USE OF THE SERVICES USED BY YOU AND THOSE AUTHORIZED BY YOU TO USE THE SERVICES. YOU ARE ALSO RESPONSIBLE FOR RESTRICTING ACCESS TO THE SERVICE AND PREVENTING UNAUTHORIZED USAGE. WE ARE NOT RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE, COMPATIBILITY OR PERFORMANCE OF ANY CUSTOMER EQUIPMENT, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US, OUR PARENT, AFFILIATES AND SUBSIDIARIES, AND OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS AND SUBCONTRACTORS, HARMLESS FROM AND AGAINST ALL THIRD PARTY CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTIONS, JUDGMENTS, COSTS AND REASONABLE ATTORNEYS' FEES AND EXPENSES OF ANY KIND WHATSOEVER CAUSED BY NEGLIGENT ACTS OR OMISSIONS OF YOU (INCLUDING YOUR OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS) WHICH ARISE OUT OF OR ARE CAUSED BY YOUR PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT; AND WHICH RESULT IN CLAIMS AND DEMANDS FOR DAMAGES TO PROPERTY OR FOR INJURY OR DEATH TO PERSONS, INCLUDING PAYMENTS MADE UNDER ANY WORKER'S COMPENSATION LAW OR UNDER ANY PLAN FOR EMPLOYEE'S DISABILITY OR DEATH BENEFITS, CLAIMS FOR LIBEL, SLANDER, INVASION OF PRIVACY OR INFRINGEMENT OF COPYRIGHT, AND INVASION AND/OR ALTERATION OF PRIVATE RECORDS OF DATA ARISING FROM ANY INFORMATION, DATA OR MESSAGE TRANSMITTED OVER THE NETWORK BY YOU, INCLUDING WITHOUT LIMITATION, ANY CUSTOMER CONTENT, AND CLAIMS FOR INFRINGEMENT OF PATENTS OR COPYRIGHTS ARISING FROM THE USE OF OR MISUSE OF SERVICES, EQUIPMENT AND SOFTWARE APPARATUS AND SYSTEMS NOT PROVIDED HEREUNDER IN CONNECTION WITH THE SERVICES.

20.2 Customer shall defend, indemnify, and hold harmless SNIP, and its parent, affiliates, and subsidiaries, and its and their respective directors, officers, employees, members, shareholders, agents, subcontractors, other SNIP customers, licensors, and other Internet users from and against all damages, claims, actions and liabilities arising from or relating to Customer's Content, or any misuse of SNIP's Internet Services, including any claims from Customer's end users.

21. Title and Risk of Loss: Any Equipment provided by us is ours and we retain both ownership and title, whether or not embedded in or attached to realty. When the Equipment is delivered to your designated site, you become responsible for any damage to the Equipment and you must protect it from theft or destruction. In addition you must keep any Equipment free of any liens or encumbrances.

22. Use of Software: Where Customer utilizes Services containing programming software, SNIP grants to Customer a limited, non-exclusive, non-transferable, revocable license to use such programming or software for the sole purpose of enabling Customer to use such Services. Title and property rights to all Services, including any such software, are and shall remain with SNIP. Customer recognizes that Services, programming and software used hereunder constitute valuable trade secrets of SNIP. Customer shall use, protect, and keep confidential all SNIP provided software used by it, and shall not, nor permit others to, examine, copy, alter, "reverse engineer", tamper with, or otherwise misuse any SNIP Services, including but not limited to, any software.

### 23. Miscellaneous:

23.1 You agree that there are no third party beneficiaries of this Agreement and that none are intended. Either party may sell, transfer, or assign this Agreement without the other party's consent, so long as the sale, transfer or assignment is to an Affiliate, or to an entity acquiring all or substantially all of the party's assets. Except in the case of an assignment to an Affiliate or to an entity acquiring all or substantially all of a party's assets, neither party may sell, transfer, or assign this Agreement without the other party's prior written approval. Any sale, transfer, or assignment that does not comply with the provisions of this paragraph is void, and shall not relieve the assigning party of its obligations under the Agreement. Consent to a sale, transfer, or assignment of the Agreement shall not be unreasonably withheld. We reserve the right to withhold consent to any sale, transfer, or assignment based on a credit approval of any proposed purchaser, transferee, or assignee.

23.2 We will not have responsibility or liability for any Force Majeure Event. We will notify you in the event of any Force Majeure Event and if the Force Majeure Event continues for more than sixty (60) days, either party may cancel the affected Service, with no further liability.

23.3 We do not waive our future or other rights just because we fail to strictly enforce certain rights. The provisions of this Agreement are severable. In the event any that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the remainder of the Agreement shall remain enforceable in accordance with its terms.

23.4 Neither party may use the other party's name or logo without prior written approval.

23.5 Our provision of the Services is subject to our continuing approval of your credit-worthiness.

23.6 We will use commercially reasonable means to protect the confidentiality of your account information. We may assume that any person able to provide your name, address, the last four digits of your social security number, and/or information about you which is not publicly available is authorized by you to receive information about and make changes to your account, including adding new Services. If you are receiving Services through your employer, you authorize us to share your account information with your employer.

23.7 Where permitted by law or regulation to consent in this manner, you consent to SNIP sharing information about the amount, type and destination of the telecommunication services you use, and your customer proprietary network information with our affiliates, agents, and contractors to develop or bring to your attention any Services that may satisfy your telecommunications needs or give us the ability to respond to your concerns. You have a right, and we have a duty, under federal law to protect the confidentiality of this information. This consent survives the termination of the Service and is valid until you notify us in writing of your desire to remove it. Removing consent will not affect your current Service.

23.8 We are not liable for any lack of privacy that may be experienced with regard to the Service. You authorize our monitoring and recording of calls to us concerning your account or the Service and you consent to our use of automatic dialing equipment to contact you. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property or pursuant to court order or subpoena.

23.9 The Agreement represents the entire agreement relating to the subject matter hereof and supersedes all oral and written communications, proposals or prior agreements. The Agreement may not be modified except by written amendment by the parties. No agent, employee or representative of either party has authority to bind the parties to any representation or warranty unless such representation or warranty is specifically included in the Agreement, or written amendments thereto. In the event of a conflict between any of the terms of the Agreement, the following order of precedence will apply: (i) the first page of this Customer Agreement; (ii) the applicable Order Form(s) (which are not subject to Tariffs); (iii) these General Terms and Conditions; and (iv) the applicable Tariffs.

23.10 This Agreement shall be governed by the substantive law of the State of New Jersey without reference to its principles of conflicts of laws, and the exclusive jurisdiction of the federal and state courts of the State of New Jersey.

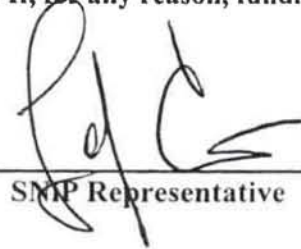
*John C. ...* 1-2-2007

**PROPOSAL MUST INCLUDE:**

**Section 3: a.**

**Addendum to SNiP BX Agreement Rev. 102703**

**"This contract is contingent upon School Board approval and the District receiving a Funding Commitment Decision Letter (FCDL) from Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) for the requested amount. If funding is reduced, the school has the option of reducing the scope of the contract accordingly. If, for any reason, funding is denied, this agreement would be null and void.**

  
\_\_\_\_\_  
SNiP Representative

1.3.07  
\_\_\_\_\_  
Date

# HARAMBEE INSTITUTE CS

eRate Bid Information

470# 760130000596373

ATTACHMENT 1: CONTRACT



## Geoffrey P. Deans

15 E. City Line Ave. #345

Bala Cynwyd, PA 19004

V-(215) 206-5525 F-(215) 477-0740

e-mail: gpd@verizon.net

SPINN # 143020516

This Contract is for the Funding Year 07-01-2007 / 06-30-2008 at a rate of \$90.00 per hr. for 225 hrs. With a total cost of \$20,250.00. FRN 1548257

We will also extend this pricing for a two year Contract at the same rate of \$90.00. The two year total will be \$40,500.00.

We will also extend this pricing for a three year Contract at the same rate of \$90.00. The three year total will be \$60,750.00. XJS

Please initial which service you wish to accept.

Harambee's portion of the above contract based on 90% funding by E-rate is \$2025.00

Harambee's portion of the above contract based on 90% funding by E-rate is \$4050.00

Harambee's portion of the above contract based on 90% funding by E-rate is \$6075.00

- This contract is contingent upon School Board approval and the School receiving a favorable Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company (USAC) for the requested amount. The school/district has the option of reducing the scope of the contract. If, for any reason, funding is denied, this agreement would be null and void.
- Geoffrey Deans certifies that we are not the subject of the FCC's Red Light Rule. Furthermore, we acknowledge that, should the company become the subject of the Red Light Rule, the contract would be null and void and Geoffrey Deans would not hold the District/School liable for any costs over their USAC discounted share




**HARAMBEE INSTITUTE CHARTER SCHOOL**

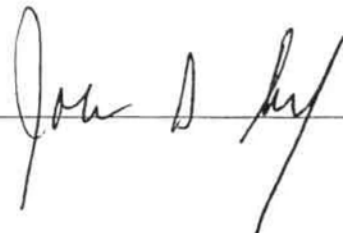
c/o ALEMAR Consulting, Inc.

442 Lyndhurst Drive

Broomall, PA 19008-4146

Form 470 # **760130000596373**

Signature:  Date: 1-02-2007

Signature:  Date: 1-11-07

# HARAMBEE INSTITUTE CS

eRate Bid Information  
470# 760130000596373

## PROJECT BID FORM – Priority 2 Projects - IC and BMIC

**PROJECT #:** 6 **NAME OF PROJECT:** Lan Maintenance **TOTAL COST (A+B):** \$20250.00

### SECTION A: FOR ELIGIBLE COMPONENTS:

Qty Units/Hrs	Product/Service Description (include make, model, and components)	Unit Cost	TOTAL Non-Recurring
225Hrs	LAN Maintenance :- To include the following scope of work Update IOS in the Cisco equipment Reconfigure Network Address Translation in the router, Change Port mapping in the router, Install Service Packs on File Servers, Perform mail Database maintenance on Exchange Servers, Install Exchange related	\$90.00	\$20250.00
2 years	Service Packs, Reconfigure or update DNS and DHCP settings, Resolve any hardware problems on the covered equipment, Resolve any MS Windows related problems on Servers, Help maintain proper backup operations and resolve issues relating to that software and hardware, Review system, console, backup, antivirus and service logs for any problems and troubleshoot any problems, Rotate log files and make sure periodic maintenance scripts are used, Installing minor Server OS and security updates, testing for compatibility, Installing major Server OS updates, testing for compatibility, Updating Backup software	\$90.00	\$40500.00
3 years	Adding or removing users and groups as necessary, Adjusting share-points and permissions based on feedback or user needs, Adjusting preferences or application access to users based on needs - testing for compatibility (Workgroup Manager) Monitoring disk space and archiving files as needed.	\$90.00	\$60750.00

Comments:

### SECTION B: FOR INELIGIBLE COMPONENTS:

Qty Units/Hrs	Product/Service Description (include make, model, and components)	Unit Cost	TOTAL Non-Recurring

HARVARD INSTITUTE CHARTER SCHOOL

*Year 10 F-Rate Proposal for:  
Wire & Cable Maintenance Agreement  
(Project #7)*



**Final Mile Technologies**

*Specializing in Network Planning and Design, Fiber Optics, Data & Voice  
Cabling for Networks*

**Who Is Final Mile Technologies?**

Final Mile Technologies is a full services telecommunications company based in Southeastern Pennsylvania specializing in Fiber Optic, Voice and Data Communications. We provide expert data construction cabling and also staff several systems engineers. Our staff possesses the leading industry certifications resulting in actual "turn key" business solutions for your network. Good and reliable cable installers should consider your voice and data requirements in tandem. This approach coupled with a working knowledge of your LAN, WAN and PBX systems gives us the edge in providing your business with the highest services and solutions.

**Mission**

To enhance the competitive advantage of our clients through the strategic planning and design of their data construction cabling system. We recognize that if one end user is standing alone then the whole company may be too. Building your company's data cabling system resulting in seamless network connectivity forms a partnership that translates in to mutual and residual benefits.

*Making your company the best makes us the best!*

Prepared By: Qasim Rashad.  
Final Mile Technologies ©  
200 Rittenhouse Circle West  
Unit #3  
Bristol, PA 19007  
Phone (215) 785-1101  
Fax (215) 785-1135  
**Spin No. 143020661**



The parties to this Assignment Agreement ("AA") Final Mile Technologies, ("FMT") [Spin No. 143020661], located at 200 Rittenhouse Circle West, Unit 3, Bristol, PA 19007 and Harambee Institute Charter School, ("HICS"), located at 640 N 66th Street, Philadelphia, PA 19151, agree as follows:

## PROJECT SCOPE

HICS has requested a project proposal for FMT to provide estimates for "Wire Maintenance" for their data cabling infrastructure at the above location. FMT will report all work related issues to HICS. FMT will provide Project Management and Technical Services for this assignment.

Specifically, this Maintenance Agreement will cover all Voice, Video, Data Cabling and fiber Connections for repair and upkeep of the Wires, Bays, Jacks, Blocks, Panels, and Terminals. One building, 400+ drops, linked with fiber optic. This is a multi year contract with an option to renew annually. All cabling will be in accordance with ANSI/EIA/TIA 568 A standards.

The cost is reflective of the average MAC work requested for a typical school in a given school year:

## PROJECT STAFFING

Final Mile Technologies will provide the services of:

- Operations Manager: The certified installation of complete systems solutions
- Project Manager: For design and configuration of complete systems solutions, daily status reports, single point of contact
- Data Cabling Technician(s)

E-RATE ELIGIBLE LABOR & HARDWARE	AMT	EXTENDED
CAT6 Cabling Voice, Video, Data Cabling and fiber Connections for repair and upkeep of the Wires, Bays, Jacks, Blocks, Panels, and Terminals.	1Yr	\$ 7,000.00
<b>Total for Three (3) years</b>		<b>\$21,000.00</b>

FRN 1548259

**↓ ASSUMPTIONS**

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- ↓ Initial payment of 10% of total price is due prior to commencement of project. Balance is to be paid in full as per E-rate terms.
- ↓ This contract is contingent upon School Board approval and the District receiving a Funding Commitment Decision Letter (FCDL) from Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) for the requested amount. If funding is reduced, the school has the option of reducing the scope of the contract accordingly. If, for any reason, funding is denied, this agreement would be null and void.
- ↓ FMT certifies that we are not the subject of the FCC's Red Light Rule by having any outstanding obligations with any branch of the federal government. Furthermore, should the company become the subject of the Red Light Rule, the contract would be null and void and the FMT would assume any costs of collection.
- ↓ The submitted contract will serve as a legally binding agreement, which is preliminary to a formal contract with the School and therefore may be subject to changes in terms and conditions.

Invoices will be issued as per the assumption section of this agreement. Invoices will include any applicable state sales tax. Client agrees to pay Final Mile Technologies for all work performed. Final Mile Technologies is prepared to begin this engagement within one week of receiving a signed copy of this agreement and a Purchase Order from Client.

**The Following Signatories Accept And Agree To This  
Assignment Agreement:**

**Final Mile Technologies**By: Name: **Qasim Rashad**Title: **President**Date: **January 3, 2007****Harambee Institute Charter School**By: Name: **John Skret**Title: **CEO**Date: **1-11-07**

# Standards

Cabling Installation Manual 1st edition, © 1997 BICSI •

## Background Information

ANSI/TIA/EIA publishes standards for the manufacturing, installation, and performance of electronic and telecommunications equipment and systems. Five of these ANSI/TIA/EIA standards govern telecommunications cabling in buildings. Each standard covers a specific part of building cabling. They address the required cable, hardware, equipment, design and installation practices. In addition, each ANSI/TIA/EIA standard lists related standards and other reference materials that deal with the same topics. Most of the standards include sections, which define important terms, acronyms, and symbols. The five ANSI/TIA/EIA standards, which govern telecommunications cabling in buildings, are:

- **ANSI/TIA/EIA-568-A**, Commercial Building Telecommunications Cabling Standard
- ANSI/EIA/TIA-569, Commercial Building Standard for Telecommunications Pathways and Spaces
- ANSI/EIA/TIA-570, Residential and Light Commercial Telecommunications Wiring Standard
- ANSI/TIA/EIA-606, Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
- ANSI/TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications